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PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

BANGALORE DISTRICT.

Notification, dated 7th July 1931.

It it hereby informed for general information that the exclusive right of collecting the Minor Forest Produce on all Government unoccupied lands, Amrit Mahal Kavals, State Forests, Reserved lands and Plantations for one year 31-32 up to 30th June 1932 will be sold talukwar by public auction on the dates and at the places specified below:—

Taluk Comprised	Place of sale	Date of sale	Officer conducting the sale
BANGALORE DISTRICT.			
Devanahalli Taluk .. Dodballapur do .. Channapatna do .. Nelamangala do .. Closepet do ..	Deputy Commissioner's Office, Bangalore.	7th November 1931 ..	Deputy Commissioner, Bangalore, District or any other officer deputed by him with the help of the District Forest Officer.

Remarks.—Excludes the produce of Inam, Jodi, Kayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals as well as Village "Amaray" which is sold separately by the Amildar in the Revenue Department.

Village Amarayi consists of the following ten kinds of produce found in the assessed waste, gomal, kharab lands, gavatana and other lands set apart for communal purposes:—

(1) Hunse, (2) Mavu, (3) Seege, (4) Cocoanut, (5) Hippe, (6) Nerlu, (7) Halsu, (8) Jali, (9) Honge seeds and leaves, and (10) Byala.

N.B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

Tamarind fruit.	Kan cardamom	Chilldabija
Sëege kayi	Marsani buds	Chagachebija
Gum	Halmaddi	Guggala
Honey	Hulgal seeds	Nim seeds
Bees-wax	Cinnamon seeds	Cashewnut
Kapilarang	Vatehuli	Pappalichakke
Gerubija or marking nut	Bende fibre	Hippe seeds
Wood apple	Wild olive	Mango fruits
Lichens	Silk cotton	Kalluhuvu
Maradipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
Horns	Pith	Sogadeberu do
Hides	Linseed	Kakkekayi
Tarikayi	Bolar bark	Sömechekke
Kanchagache	Pot stone	Lebi fruit
Gallnut	Rampatre or kanpatre	Inglara
Antavaladakai	Jungle saffron	Nili seeds
Guricharlue	Patanga	Nux-vomica
Wild castor seeds	Bones	
Kan pepper	Maddi	

Remarks.—The following produce in the localities mentioned below are excluded from the list produce detailed above, as they will be sold as independent items :—

Bangalore District ... Maradi seeds, Nux-vomica

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day at the same hour.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (i) produces a certificate from the Amildar of the taluk in which he resides in regard to his solvency and its extent or an exchange certificate as provided in clause 5 and (ii) deposits also with the officer holding the sale a sum of Rs. 200 which must be in the form of cash or currency notes.

5. The highest bidder shall deliver his solvency certificate to the officer conducting the sale and get in exchange, if he so desires, a certificate signed by the latter which will be a sufficient authority for him to bid at auction sale in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchase made in the sales of other divisions as well as in the one, in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

6. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with the local, railway and other cesses, on the entire lease amount at the rates prevailing in the District. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute an agreement with one or more sureties to the satisfaction of the District Forest Officer on a stamped paper of proper value procured at his own cost, and also furnish security deposit of Rs. 500 or one quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist on or before 1st September 1931.
Second do 1st January 1932.
Third do 1st March 1932.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation, or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(*a*) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sublet it without previous sanction.

(*d*) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(*e*) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*f*) The lessee or sub-lessee shall render every month to the District Forest Officer an account of the number of cart-loads of the produce collected and carted during the month.

(*g*) The lessee or sub-lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the produce under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer, impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest Forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the Minor Forest Produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the Minor Forest Produce, any such damage will be assessed by the Range Forest Officer, which will be

approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(o) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor, and if not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

M. V. NARASIMHAIYA,
District Forest Officer.

HASSAN DISTRICT.

Abstract Notification, dated 4th October 1931.

The attention of the public is invited to the detailed notification of date published on pages 1131 and 1132, Part VI of the *Mysore Gazette*, dated the 15th October 1931, regarding the sale of standing timber in the Arsikere Range.

Name of Forest	Kind of timber	Quantity in c.ft.	Place of sale	Date of sale
Hirikalgudda Forest ...	Jalari ...	200	Arsikere ...	6th November 1931.
	Honne ...	200		
Manjenhalli, Amrut Mahal Kaval.	Junglewood ...	160	Manjenhalli kaval	7th November 1931.

N.B.—The above sales will be conducted by the Range Officer, Arsikere, at 2 P.M., on these dates.

MAHOMED PIR,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Notification dated 13th October 1931.

Sealed tenders are invited for the carting of Balgi poles in Shimoga Division as noted in the annexed schedule.

2. The tenders should be addressed to the District Forest Officer, Shimoga Division so as to reach him on or before the 7th November 1931 at 4 P.M. Any tender received after the abovementioned date will not be taken notice of.

3. Each tender should be accompanied by an earnest money deposit of Rs. 100 in currency notes and should be registered, insured and superscribed "Tender for carting Balagi poles."

4. The right of accepting or rejecting any tender is vested in the Conservator of Forests who is not bound to assign any reason for accepting or rejecting the highest or lowest tender. The rate to be offered should be per pole. The successful tenderer or tenderers are required to enter into an agreement with the District Forest Officer, within a week of the intimation given to him or them, binding to observe the following conditions, in default of which, the contract is liable to be cancelled and earnest money forfeited to Government.

5. In fulfilment of the terms of the contract, he or they should deposit in the Government Savings Bank, a sum of Rs. 100 (one hundred only) in the name of the District Forest Officer. The amount is liable to be forfeited to Government for the breach of any or all the conditions of the agreement and the contract cancelled.

6. The earnest money of the successful tenderer or tenderers will be retained towards a portion of the security for the fulfilment of the terms of the contract, after the bond is executed, and of others will be returned to the parties concerned.

7. The subjoined schedule shows the quantities of poles more or less to be carted.

Conditions.

(a) All good and sound Balgi poles passed by the respective Range Officers should be carted to the depots as noted in the annexed schedule.

(*b*) The present contract is for the period ending with 30th June 1932, from the date of acceptance of the tender.

(*c*) The minimum quantities to be carted to the depots by the contractor will be as follows :—

One-fourth of the contracted quantity by the end of November 1931, one-half of the contracted quantity by the end of January 1932, and the remaining by the end of March 1932. Failure on the part of the contractor to cart the poles as noted above entails the forfeiture of the whole or such portion of the security as the District Forest Officer deems fit. If the carting work of the contractor is slack, and if in the opinion of the District Forest Officer, the contractor is not likely to discharge his obligations, the District Forest Officer will at once cancel the contract, forfeit the security, and make other arrangements for the carting.

(*d*) No pole should be removed from the forest without obtaining a passport from the Forest Range Officer or such other subordinate duly authorised by him.

(*e*) All poles, for which passports have been obtained should be delivered in the depot, at the latest within one month of the issue of such passes. Any pole not reaching the depot within the above period will be treated as lost, and the value thereof will be recovered at the depot rates from the contractor from the amount of the next bill due to him.

(*f*) In the matter of consigning different kinds of poles from time to time, the contractor should abide by the instructions of the Range Officer.

(*g*) The contractor during the currency of his contract shall not take up any other similar contracts.

(*h*) The Range Officer at the beginning of each period mentioned in clause (*c*) will inform, in writing, the contractor the quantity of pole available for carting.

(*i*) The contractor shall abide by the rules of the department as regards kindling of fires and hold himself responsible for any offence committed by him or his agent, employees or cartmen.

(*j*) The security furnished will be returned to the contractor three months after the expiry of the contract period, if the whole of any portion or which is not forfeited to Government by the violation of any of the terms of the contract, as also satisfying that no pole is outstanding against the contractor.

(*k*) All poles must be completely barked by the contractor before delivery at Destination.

Schedule referred to	*Number*
Carting of Balgi poles from Agumbe Forest to the creosoting plant at Bhadravathi.	200—45′ long 200—35′ do 500—30′ do

C. A. JABBAR,
District Forest Officer.

ENGINEERING DEPARTMENT.

KOLAR DIVISION.

Abstract Notification, dated 8th October 1931.

The attention of the public is invited to the notification published in the *Mysore Gazette*, Part VI, page 1156, dated 15th October 1931, calling for tenders for completing the remaining works for Restoring Gulichikkankunte of Hulaganahalli, Regd. No. 200 of Goribidnur Taluk, Kolar District.

Last date for tenders is 2 P.M., on 7th November 1931.

C. T. NARASIMHA IYENGAR,
Executive Engineer.

OFFICE OF THE EXECUTIVE ENGINEER, GAUGING AND UPPER CHANNELS DIVISION, MYSORE.

Notice dated 18th October 1931.

The Office of the Executive Engineer, Gauging and Upper Channels Division, Mysore, will be abolished from 1st November 1931 and will be amalgamated with the Dam Construction Division at Krishnarajasagara in pursuance of G. O. No. 543-50—K. S. S. 1652-59, dated 8th October 1931.

All communications intended for the Gauging and Upper Channels Division should be addressed to the Executive Engineer, Dam Construction Division, Krishnarajasagara from the 28th October 1931.

B. KRISHNA RAO,
Executive Engineer.